

CAUSE NO. 0-05-451

NAVASOTA RESOURCES, LP, § **IN THE DISTRICT COURT OF**
§
Plaintiff, §
§
vs. § **LEON COUNTY, TEXAS**
§
FIRST SOURCE TEXAS, INC., §
FIRST SOURCE GAS, LP, §
GASTAR EXPLORATION, LTD., §
AND CHESAPEAKE ENERGY §
CORPORATION §
§
Defendants. § **12th JUDICIAL DISTRICT**

TOLLING AGREEMENT

This Tolling Agreement is entered into by and between defendants Chesapeake Energy Corporation, Chesapeake Exploration, LLC, successor by merger to Chesapeake Exploration Limited Partnership, and Chesapeake Operating, Inc. (collectively, "Chesapeake") and defendants Gastar Exploration, Ltd. and Gastar Exploration Texas, L.P. f/ka First Source Gas, L.P. (collectively, "Gastar") regarding the cross-action filed by Chesapeake against Gastar in the above-captioned case.

WHEREAS, on August 28, 2009 (the "Filing Date"), Chesapeake filed a cross-action against Gastar in the above-captioned case (the "Cross-Action");

WHEREAS, the claims of Navasota Resources, L.P. and the Cross-Action of Chesapeake have been set for trial commencing July 26, 2011;

WHEREAS, Chesapeake and Gastar agree that the Cross-Action should be nonsuited without prejudice to either;

NOW THEREFORE, in consideration for the mutual promises contained herein, Chesapeake and Gastar (the "Parties") agree as follows:

1. All statutes of limitation applicable to the matters raised in the Cross-Action shall be tolled from the Filing Date until six months after Navasota's claims against Chesapeake and Gastar in the above-captioned case have been resolved by final judgment (the "Tolling Period").

2. Within ten (10) days of the date of this Tolling Agreement, Chesapeake agrees to file a notice of nonsuit of the Cross-Action and will seek the entry of an order dismissing the Cross-Action without prejudice to re-file the claims asserted therein.

3. Before the Tolling Period ends, Chesapeake may re-file the claims contained in the Cross-Action.

3. Nothing in Tolling Agreement is intended, nor shall it be construed, to revive any claim or cause of action that was barred by the applicable statute of limitations or any other time-related defense at the time of filing the Cross-Action on the Filing Date.

4. This Tolling Agreement embodies the entire agreement between the Parties. If any provision of this Tolling Agreement or any document executed in connection with this Tolling Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable and shall in no way affect the validity or enforceability of this Tolling Agreement or any other provision herein.

5. This Tolling Agreement is made and shall be enforced pursuant to the laws of the State of Texas.

DATED: March 16th, 2011.

AGREED AND APPROVED:

By: 

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